

surety is discharged; upon the ground, that all such acts are against the faith of the implied contract, by virtue of which, the surety had precisely the same right the creditor had; and must be allowed to take his place in all respects; and also upon the ground that the creditor is a trustee of his security; that is, the bond, judgment, execution, or the like, for all parties interested in it; or who may ultimately resort to it for relief. (*p*)

It is believed that the obligation of private contracts has been regarded by all civilized people as of the highest and most inviolable sanctity; and according to our fundamental law, there is no power in the land by which the *obligation* of such contracts can be, in any manner, lessened or impaired. Here, and as to this point, it is not pretended, that the mortgage itself has been, or can be, in any way, stripped of a single atom of its own proper, legal or equitable, obligatory force. But these defendants, who stand here as sureties, referring to that implied contract, the incident of the mortgage, to the full benefit of which they are entitled; urge, that its obligation has been materially impaired to their prejudice; and therefore, that they are discharged. They allege that its obligation has been altered, diminished, or destroyed by the circumstance of *Salmon* having increased their peril by giving to *Thomas Clagett* credit for an amount greater than that specified in the deed; and by having, by an express agreement with *Thomas Clagett*, after the debt became due, enlarged the time of payment; and also by his having released a security he had procured, by means of which he might, for aught that appears, have obtained a complete satisfaction of his debt.

On behalf of the sureties of *Thomas Clagett*, it was contended, that their guaranty of indemnity was, in all respects, a limited one, by which they not only intended that they themselves should not be responsible beyond a specified amount; but that *Thomas Clagett* should not be credited for more than that amount by *Salmon*; because by so involving him beyond the specified sum, his situa-

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(*p*) *Baker v. Shelbury*, 1 Cha. Ca. 70; *Ranelagh v. Hayes*, 1 Vern. 190; *Parsons v. Briddock*, 2 Vern. 608; *Nisbet v. Smith*, 2 Bro. C. C. 579; *Ex parte Smith*, 3 Bro. C. C. 1; *Rees v. Berrington*, 2 Ves., jun., 540; *Ex parte Rushforth*, 10 Ves. 420; *Wright v. Morley*, 11 Ves. 22; *Craythorne v. Swinburne*, 14 Ves. 164; *Samuell v. Howarth*, 3 Meriv. 272; *Antrobus v. Davidson*, 3 Meriv. 570; *Mayhew v. Crickett*, 2 Swan. 187; *Wallwyn v. St. Quinton*, 1 Bos. & Pul. 652; *English v. Darley*, 2 Bos. & Pul. 61; *Ward v. Johnson*, 6 Mun. 6; *Hill v. Bull*, Gilm. 149; *M'Mahon v. Fawcett*, 2 Rand. 514; *Creager v. Bringle*, 5 H. & J. 234; *Bowers v. The State*, 7 H. & J. 32; *Hollingsworth v. Floyd*, 2 H. & G. 87; *Lenox v. Prout*, 3 Wheat. 520.